

Document #5173

5/11/89

MAY 11, 1989

M E M O R A N D U M

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
BRIAN BYRNES, PLANNER, NEIGHBORHOOD PLANNING AND ZONING
DAVID ROBERTS, PROJECT MANAGER

SUBJECT: PUBLIC HEARING FOR DEVELOPMENT IMPACT PROJECT PLAN
AND DEVELOPMENT IMPACT PROJECT AGREEMENT FOR
THE BOSTON SCIENCE CENTER

EXECUTIVE

SUMMARY: THIS MEMORANDUM REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY'S APPROVALS TO ALLOW FOR CONSTRUCTION OF THE BOSTON SCIENCE CENTER, A PROPOSED RESEARCH FACILITY LOCATED AT 301-303 SOUTHAMPTON STREET. THE PROPOSAL INCLUDES 593,940 SQUARE FEET OF RESEARCH SPACE, A 50-SLOT CHILD CARE FACILITY, PARKING FOR 626 VEHICLES, AND ADDITIONAL PARKING LOBBY, MECHANICAL, AND LOADING DOCK SPACE.

Southmed Limited Partnership requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the construction of the Boston Science Center. The project is proposed on a single 237,339 square foot parcel of land at 301-303 Southamptton Street, bounded by the Southeast Expressway (I-93) to the east, the Sears Distribution Center to the south, the New York/New Haven and Hartford Railroad to the west, and Southamptton Street and an access ramp to the north. The Colonial meat packing and processing plant which formerly occupied the site has been demolished, and the site is currently vacant.

The proposal is composed of two buildings and includes approximately 758,715 square feet of gross floor area, of which approximately 593,940 square feet is devoted to research and laboratory uses. The proposal also includes parking for 626 cars, 4,950 square feet for a 50-slot child care facility, and additional space for parking lobbies, mechanical systems, and loading docks. The heights of the buildings (to the top of each mechanical penthouse) are 119 feet for the eastern building and 147 feet for the western building. The floor area ratio of the project is 2.6. The materials of the eastern building are brick and cast stone with metal panel detailing. Materials for the western building are cast stone and curtain wall with brick and metal panel detailing. A fact sheet and site location map are attached.

The proposal has undergone extensive design review by the BRA staff. The proponents have held two general community meetings and several additional meetings with individual community groups upon request to discuss the project. Letters of support for the project are attached.

The developer intends to construct the project in a single, continuous phase, beginning in the Summer of 1989 with completion in the Summer of 1991. Approximately 1,800 person-years of construction jobs will be created by the project. The project will house 1,160 permanent jobs.

The project will generate a number of fiscal benefits to the City of Boston as well. Under the DIPP and the Agreement, the developer will make a housing contribution of approximately \$2,469,700 by either making a housing payment or electing the housing creation option, in order to develop low and moderate income housing for the City. The project will also generate jobs linkage of approximately \$493,940 for the creation of new jobs training programs or the expansion of existing ones. Real estate taxes for the property will increase from a current level of \$71,000 to approximately \$2.3 million. In addition, the developer will make voluntary contributions valued at approximately \$643,400, including \$250,000 to the Boston Summer Jobs Program, \$100,000 to the South Boston Boys' and Girls' Club, \$150,000 to the Joseph P. Tynan School and James Condon School, \$100,000 to the South Boston Neighborhood House, and \$43,400 to the Boston YMCA Child Care Services. These voluntary contributions are further described in Exhibit F of the DIPP.

The developer has agreed that the BRA review the proposal within the Development Review Requirements framework, as set forth in Article 31 of the Boston Zoning Code. The developer has submitted to the BRA the documents required for this review process, including the Project Notification Form, the Draft Project Impact Report, and the Final Project Impact Report. The public comment period for the Final Project Impact Report began May 6, 1989 and will expire June 5, 1989.

Final project approval would be contingent upon the issuance of the Adequacy Determination, the execution of any Cooperation Agreements pursuant to Article 31, the Boston Transportation Department's certification that a Transportation Access Plan Agreement has been executed, and the Office of Jobs and Community Services' certification of compliance with requirements regarding a Boston Resident Construction Employment Plan, and a Memorandum of Understanding and First Source Agreement for the Voluntary Employment Plan.

We are recommending that all leases with respect to laboratory research conducted at the Project require all experiments conducted through this facility be conducted in conformity with the Guide for the Care and Use of Animals of the National

Institutes of Health, the Animal Welfare Act and other federal regulations pursuant to the act, and Public Health Service Policy on Humane Care and Use of Laboratory Animals. The intent and effect of these regulations is not to limit a researcher's freedom to conduct animal experiments, but to ensure that where animals are involved, their care and treatment is humane.

We therefore recommend that the Authority approve the attached Development Impact Project Plan and authorize the Director to execute the Development Impact Project Agreement.

Appropriate Votes Follow:

VOTED: That in connection with the Development Impact Project Plan for the Boston Science Center, 301-303 Southamptton Street, Boston, presented at a public hearing duly held at the offices of the Boston Redevelopment Authority on May 11, 1989, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole, (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare, and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the Boston Science Center, 301-303 Southamptton Street. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for Boston Science Center" dated May 11, 1989, and in a series of schematic drawings listed in Exhibit C of said document; said document and plans shall be on file in the Office of the Boston Redevelopment Authority; and further

VOTED: That the Authority hereby authorizes the Director (1) to execute, in the name and on behalf of the Authority, (a) a Development Impact Project Agreement, in substantially the form attached hereto; and (b) other necessary agreements, with the developer of the Boston Science Center at 301-303 Southamptton Street; and (2) to certify in the name of the Authority, (a) that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan; and (b)

that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, an Adequacy Determination with respect to the Final Project Impact Report for the Boston Science Center, 301-303 Southamptn Street, upon completion of the review by the Authority of such Final Project Impact Report for the Boston Science Center; and further

VOTED: That in reference to the petitions to the Board of Appeal from the refusal of the Commissioner to issue a building permit under application No. 3611 (relating to 301 Southamptn Street) and application No. 3840 (relating to 303 Southamptn Street) brought by Southmed Limited Partnership c/o Congress Group Ventures, Inc., One Memorial Drive, Cambridge, Massachusetts, for a variance and conditional use permits as listed in the Development Impact Project Plan for the Boston Science Center, 301-303 Southamptn Street, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval with the following provisos: (1) that the Authority and the developer have entered into a Development Impact Project Agreement, including a specific provision that commits the voluntary contribution of \$643,400; and (2) that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously reviewed by the Authority and with the Development Impact Project Plan, provided that final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement and other necessary agreements with the Boston Transportation Department, and a Boston Resident Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services. The Authority authorizes the Director to certify to the Board of Appeal that the petitions and the requested variance and conditional use permits are in conformity with said Development Plan.

FACT SHEET
BOSTON SCIENCE CENTER
301-303 Southamptton Street
Boston, Massachusetts

DEVELOPMENT TEAM

Developer: Southmed Limited Partnership, a
Massachusetts limited partnership
Architect: Cannon Boston, Inc.
Counsel: Goodwin, Procter & Hoar

PARCEL DESCRIPTION

Location: Bounded by the Southeast Expressway (I-93)
to the east, the Sears Distribution Center to
the south, the New York/New Haven and
Hartford Railroad to the west, and
Southampton Street and an access ramp
to the north

Size: 237,339 square feet of land

PROPOSAL

Construction of a two-building development containing
research laboratory uses. The shorter building will
incorporate a brick facade with cast stone and metal panel
detailing. The taller building will incorporate cast stone
and a curtain wall with brick and metal panel detailing.

Height: 119 feet (7 stories), 147 feet (9 stories)

Program:

Research: 593,940 GSF
Daycare: 4,950 GSF
Parking: 626 cars

FAR: 2.6

COST

Estimated Total Development Cost: \$150 million

SCHEDULE

Estimated Start of Construction: Summer, 1989
Estimated Completion: Summer, 1991

BENEFITS

Annual Taxes: \$2.3 million

Employment:

Construction: 1,800 person-years (estimated)

Permanent: 1,160 employees (estimated)

Housing Linkage: \$2,469,700

Jobs Linkage: \$493,940

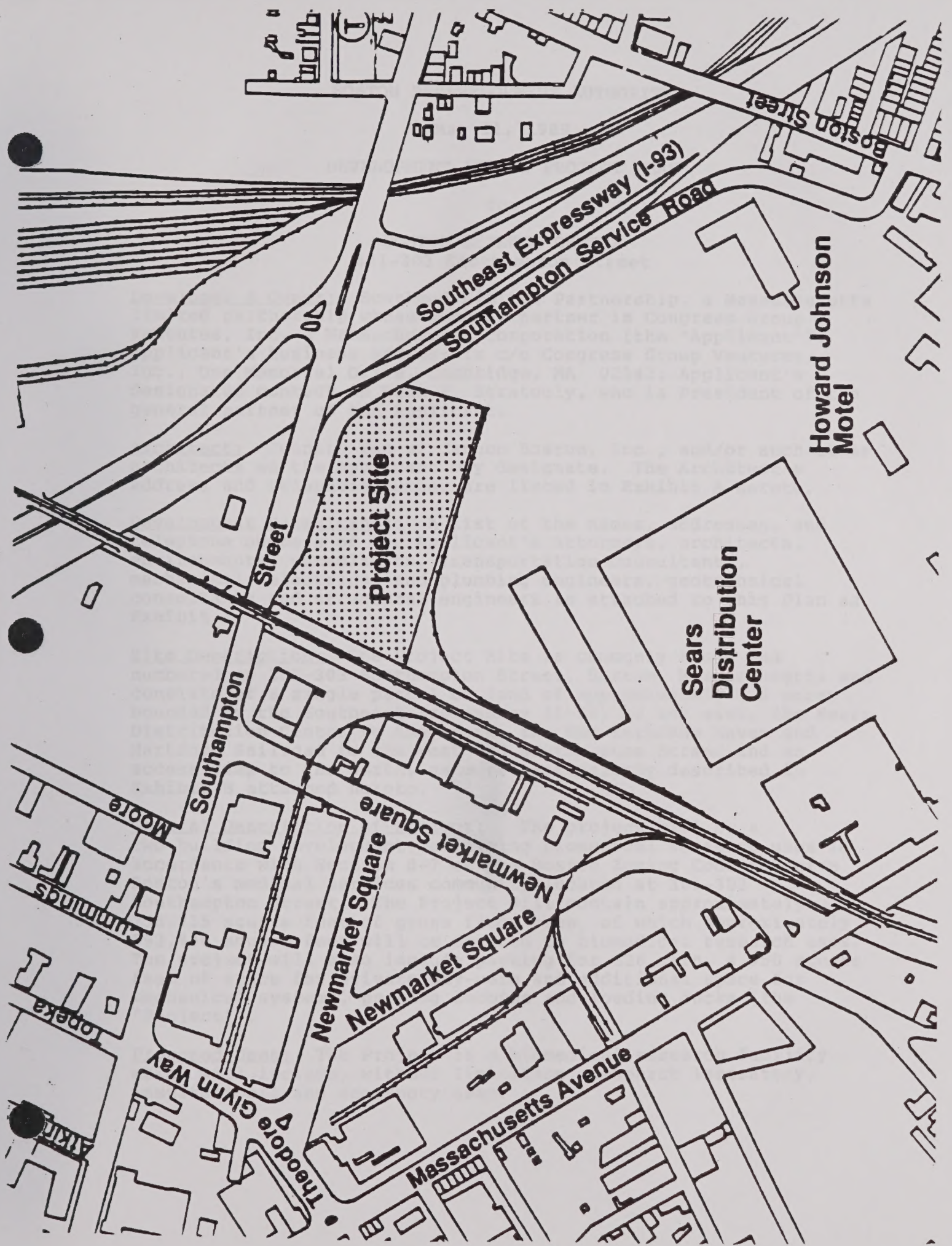
Voluntary

Contributions: \$643,400

ZONING

The Project is in an I-2 District.

The Project will require: a conditional use permit for scientific research and teaching laboratory not conducted for profit and accessory to a college or university granting degrees by authority of the Commonwealth of Massachusetts and for keeping of laboratory animals incidental to an institutional or educational use and a variance to allow the floor area ratio to exceed the maximum of 2.0 allowed in the I-2 District.



Project Site

Sears
Distribution
Center

Howard Johnson
Motel

Southeast Expressway (I-93)
Southampton Service Road

Street

Southampton

Newmarket Square
Newmarket Square

Massachusetts Avenue

Theodore Glynn Way

Cummings

Topeka

Moore

Boston Street

BOSTON REDEVELOPMENT AUTHORITY

May 11, 1989

DEVELOPMENT IMPACT PROJECT PLAN

for

BOSTON SCIENCE CENTER
301-303 Southamton Street

Developer & Owner: Southmed Limited Partnership, a Massachusetts limited partnership whose general partner is Congress Group Ventures, Inc. a Massachusetts corporation (the "Applicant"). Applicant's business address is c/o Congress Group Ventures, Inc., One Memorial Drive, Cambridge, MA 02142; Applicant's designated contact is Dean F. Stratouly, who is President of the general partner of the Applicant.

Architect: Juanito Yan of Cannon Boston, Inc., and/or such other architects as the Applicant may designate. The Architect's address and telephone number are listed in Exhibit A hereto.

Development Consultants: A list of the names, addresses, and telephone numbers of the Applicant's attorneys, architects, environmental consultants, transportation consultants, mechanical, electrical and plumbing engineers, geotechnical consultants and structural engineers is attached to this Plan as Exhibit A.

Site Description: The Project Site is commonly known and numbered as 301-303 Southamton Street, Boston, Massachusetts and consists of a single parcel of land of approximately 5.4 acres bounded by the Southeast Expressway (I-93) to the east, the Sears Distribution Center to the south, the New York/New Haven and Hartford Railroad to the west and Southamton Street and an access ramp to the north, as more particularly described in Exhibit B attached hereto.

General Description of Project: The project will be a two-building development containing biomedical research uses in accordance with Section 8-7 of the Boston Zoning Code to serve Boston's medical services community located at 301-303 Southamton Street. The Project will contain approximately 758,715 square feet of gross floor area, of which approximately 593,940 square feet will be devoted to biomedical research uses. The project will also include parking for 626 cars, 4,950 square feet of space for private day-care and additional space for mechanical systems, parking lobbies and loading docks (the "Project").

Proposed Uses: The Project is a biomedical research facility which will include, without limitation, research laboratory, institutional and accessory uses.

Employment Plans: The Applicant anticipates that the Project will generate approximately 1800 man-years of construction jobs and will produce approximately 1160 permanent jobs. The Applicant will execute a Boston Residents Construction Employment Plan, which satisfies the requirements of the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985 and the requirements of the Ordinance Establishing the Boston Employment Commission set forth in Chapter 12 of the Ordinance of 1986, as amended by Chapter 17 of the Ordinance of 1986. The Applicant will also execute and submit to the Authority a Memorandum of Understanding and a First Source Agreement providing for the Applicant's good faith efforts to achieve the goal that 50% of permanent entry-level employment opportunities created by the Project will be made available to Boston residents, as more fully described in, and subject to, the Development Impact Project Agreement referred to hereinafter.

Development Impact Project Contribution: The Project is a "Development Impact Project" under the Boston Zoning Code and, as required under Section 26A-3(2) thereof, the Applicant will enter into a Development Impact Project Agreement for the Project with the Authority (the "DIP Agreement"). Under the DIP Agreement, the Applicant shall be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Applicant's option, by (i) the grant and payment by the Applicant of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-3(2) of the Zoning Code as the "Housing Contribution Grant") or (ii) the creation by the Applicant of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Creation Option") or (iii) a combination of items (i) and (ii) above. Should the Applicant's obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from the Applicant would equal approximately \$2,469,700, calculated as follows:

Total Square Footage of Gross Floor Area of Uses Enumerated in Table D of Article 26A of the Code:	593,940
Less Exemption:	(100,000)
Net Square Footage of Gross Floor Area, for Purposes of Payment	493,940
	x \$5.00
Total Housing Contribution Grant:	\$2,469,700

In the alternative, the Applicant may elect to make payment under the Housing Contribution Grant in a single installment, due and payable on the Payment Date, in an amount equal to the total amount of the Linkage Payment which would otherwise be paid in twelve (12) equal annual installments, discounted to represent

the present value of such twelve (12) equal annual installments if paid in a single installment on the Payment Date.

Jobs Contribution Grant: As required under Section 26B-3(1) of the Zoning Code, and as required under the terms of the DIP Agreement, the Applicant shall also be responsible for making a Jobs Contribution Grant with regard to the Project, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant will equal approximately \$493,940 calculated as follows:

Total Square Footage of Gross Floor Area of Uses Enumerated in Table E of Article 26B of the Code:	593,940
Less Exemption:	(100,000)
Net Square Footage of Gross Floor Area, for Purposes of Payment	493,940
Total Jobs Contribution Grant:	<u>x \$1.00</u> \$493,940

Estimated Construction Time: The Project will be developed in a single, continuous phase with a duration of up to 24 months from the start of construction, excluding tenant work and delays attributable to force majeure and other matters beyond the Applicant's control.

Proposed Location and Appearance of Structures: The location and appearance of the Project shall generally conform with the schematic design drawings listed in Exhibit C hereto. These schematic design drawings for the Project have been submitted to the Authority. The design and dimensional requirements of the proposed Project shall be approved by the Authority and may be subject to minor modifications as the result of continuing development review. Final Working Drawings and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Plan.

The facade for Building A is cast stone and curtain wall with brick and metal panel detailing. Building B has a brick facade with cast stone and metal panel detailing. Each building will be constructed of steel frame with concrete decks.

Building Dimensions: The dimensions of the Buildings will generally conform with the Plans. Building A measures 147 feet in height to the top of the mechanical penthouse at Southampton Street and Building B measures 119 feet in height to the top of the mechanical penthouse at Southampton Street.

Legal Information: There are no legal judgments or actions pending which involve the Project. There are not now, nor have there been in the past, tax arrearages on any Boston property while under the ownership of the Applicant.

The Site is owned in fee by the Applicant and requires no additional parcel acquisition to effect the Development.

The Applicant filed with the Inspectional Services Department Applications for a Building Permit numbered 3611 for Building A and numbered 3840 for Building B for the Project.

The Inspectional Services Department denied both Applications because the Project requires zoning relief under Articles 6 and 7 of the Boston Zoning Code. The Applicant's appeal for such zoning relief is currently pending before the Boston Zoning Board of Appeal.

Proposed Traffic Circulation; Access to Public Transportation: A Transportation Access Plan was prepared by the Applicant's Traffic Consultant, Sasaki Associates, Inc., as part of the Draft Project Impact Report and Final Project Impact Report, which have previously been submitted to the Authority.

Southerly automobile access to the site is from the Southampton Street exit off the Southeast Expressway. From the north, the Massachusetts Avenue connector links the southbound lane of the Expressway to Massachusetts Avenue and on to Southampton Street.

The Andrew Square Station of the MBTA Red Line is located less than one-half mile from the Site. The Applicant will operate a shuttle bus to and from the Project and Andrew Square at regular intervals to encourage the uses of both buses and trains. Pedestrian access to the Site is from Southampton Street.

The Applicant will enter into a Transportation Access Plan Agreement with the Boston Transportation Department for the Project.

Parking and Loading Facilities: As shown on the Plans, parking for a total of approximately 626 vehicles will be provided in garage facilities to be constructed partially below grade and partially above grade in each building, with Building A containing parking for approximately 358 vehicles and Building B containing parking for approximately 268 vehicles. Pedestrian access to each garage will be via the elevators serving each building and via lobbies which enter the garage at grade. Vehicular ingress to and egress from each garage will be on the Project's entrance drive which connects with Southampton Street.

Service facilities for each building are provided by loading docks located within each building at level P-1, which is the at-grade parking level.

Open Spaces and Landscapes: More than fifty percent (50%) of the Site area will become paved or landscaped open space. In addition to serving vehicular circulation, the open space will provide landscaped pedestrian walkways around each building.

Tree-lined boulevards and drives will border the Site. Between the buildings a court is formed by a cul-de-sac and building entrances which will feature trees and planters to form an urban green space. The open space and the landscaping for the Site are reflected on the Plans.

Environmental Impact Assessment: The Applicant's Environmental Consultant, Sasaki Associates, Inc., has prepared a Draft Project Impact Report ("DPIR") and Final Project Impact Report ("FPIR"). The DPIR (which was combined in one document with the Draft Environmental Impact Report submitted under the Massachusetts Environmental Policy Act to the Executive Office of Environmental Affairs) has previously been submitted to the Authority. A copy of the FPIR (which was also combined in one document with the Final Environmental Impact Report submitted to the Executive Office of Environmental Affairs) is annexed hereto as Exhibit D.

Zoning: The Site is located in an I-2 zoning district. The Site is subject to Article 34 of the Boston Zoning Code, Interim Office Use Controls in M and I Districts, but is not located in any other Interim Planning Overlay District or other Special Purpose Overlay District (as such terms are defined in the Boston Zoning Code). Construction of the Project will require the grant of certain conditional use permits and variances. A summary of applicable dimensional requirements and other zoning matters is attached hereto as Exhibit E.

Community Groups: The Applicant has met with various representatives of the community respecting the Project, including (without limitation) the following:

Public meeting with the following community groups and public agencies at Victoria Restaurant October 27, 1988:

- * South Boston Residents' Group
- * Andrew Square Civic Association
- * South Boston Citizens' Association
- * Mayor's Office of Neighborhood Services
- * EDIC, Boston
- * South Boston Board of Trade
- * Columbia-Savin Hill Civic Association
- * Dudley Street Neighborhood Initiative
- * Boston Redevelopment Authority
- * Pompeii/Chesterton Neighborhood Association
- * Union Park Neighborhood Association
- * Worcester Square Area Neighborhood Association

Meeting of the Worcester Square Area Neighborhood Association
November 29, 1988

Meeting of the Columbia-Savin Hill Civic Association
December 5, 1988

Meeting of South Boston Residents' Group
December 12, 1988

Meeting of the Dudley Street Neighborhood Initiative
January 9, 1989

Meeting of the Newmarket Business Association
February 15, 1989

Public Meeting with the following community groups and public
agencies at Victoria Restaurant April 12, 1989:

- * South Boston Residents' Group
- * Andrew Square Civic Association
- * South Boston Citizens' Association
- * Mayor's Office of Neighborhood Services
- * South Boston Board of Trade
- * Columbia-Savin Hill Civic Association
- * Dudley Street Neighborhood Initiative
- * Boston Redevelopment Authority
- * Tri-Angle Civic Association
- * South Boston Boys and Girls Club
- * Boston Building Trades Council
- * Polish American Citizens Club

Public Benefits: The Project will transform a vacant site on Southamptton Street into a vibrant and inviting biomedical research facility for Boston's medical services community, furthering Boston's economic revitalization by providing an outlet for growth in the research and development industry. The Project will dramatically improve the Site's appearance. The Project will add significantly to the City's tax base, with property taxes expected to rise from \$71,000 to approximately \$2,300,000 annually. In addition, the Housing Contribution Grant will be \$2,469,700 and the Jobs Contribution Grant will be \$493,940. In addition to creating approximately 1800 man-years of construction-related jobs, the Project will house approximately 1160 permanent jobs in the important medical services sectors. The Applicant will submit to the Authority a Boston Residents Construction Employment Plan in accordance with the Mayor's Executive Order of July 12, 1985 and will enter into related opportunity plans for entry-level permanent employment positions. The Applicant will also make voluntary contributions to various neighborhood groups as described in Exhibit F hereto.

(517) 874-1605

Applicant's Contact Information

Mr. Steve Brown
Mayor's Office
38 Charles Street
Cambridge, MA 02141
(517) 874-1605

1092K

EXHIBIT A TO DIP PLAN

Names and Addresses

Applicant's Attorney

Paul F. McDonough, Jr., Esq.
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109
(617) 570-1000

Applicant's Architect (the "Project Architect")

Mr. Juanito Yan, Cannon Boston, Inc.
c/o Cannon/Yan
304 East 45th Street
New York, NY 10017
(212) 370-5118

Applicant's Environmental Consultant

Mr. David Hirzel
Sasaki Associates, Inc.
64 Pleasant Street
Watertown, MA 02172
(617) 926-3300

Applicant's Transportation Consultant

Mr. Daniel Beagan
Sasaki Associates, Inc.
64 Pleasant Street
Watertown, MA 02172
(617) 926-3300

Applicant's Mechanical, Electrical, Plumbing Engineers

Mr. Richard Leber
Cosentini Associates
44 Brattle Street
Cambridge, MA 02138
(617) 876-3830

Applicant's Geotechnical Consultant

Mr. Steve Kraemer
Haley & Aldrich
58 Charles Street
Cambridge, MA 02141
(617) 494-1606

Applicant's Structural Engineers

Mr. Minhaj Kirmani
Weidlinger Associates
44 Brattle Street
Cambridge, MA 02138
(617) 876-9666

EXHIBIT B TO DIP PLAN

SITE DESCRIPTION

A CERTAIN PARCEL OF LAND IN THE CITY OF BOSTON, COUNTY OF SUFFOLK, STATE OF MASSACHUSETTS, COUNTY OF SUFFOLK, CITY OF BOSTON, SOUTH BOSTON DISTRICT, SUFFOLK COUNTY, SCALE 1:240, 24 DECEMBER 1987, PREPARED BY GUNTER ENGINEERING, INC. AND MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN SIDE OF A RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY LOCATED ALONG THE MONUMENTED RAILROAD BASELINE AT STATION 104+84.71 FEET LEFT 41.25 FEET SAID POINT BEING THE NORTHEASTERN CORNER OF SAID PARCEL; THENCE RUNNING

T 88-40-00 E 149.84 TO A POINT OF CURVATURE; THENCE RUNNING

SOUTHEASTWY 59.61 FEET BY A CURVE TO THE LEFT HAVING A RADIUS OF 178.00 FEET TO A LEAD FLAG WITH ESCUTCHION PIN IN A MASSACHUSETTS HIGHWAY BOUND AT A POINT OF TANGENCY SAID POINT LOCATED AT AUXILIARY BASELINE "G" STATION 1+46.02 FEET ALONG 88.00 FEET; THENCE RUNNING

S 75-13-11 E 176.88 FEET TO A POINT OF CURVATURE; THENCE RUNNING

SOUTHEASTWY 121.08 FEET BY A CURVE TO THE RIGHT HAVING A RADIUS OF 181.00 FEET TO A POINT OF TANGENCY; THENCE RUNNING

S 29-14-11 E 111.89 FEET TO A POINT. SAID LAST FIVE CORNERS BEING BY 1957 STATE HIGHWAY LAYOUT NUMBER 4500; THENCE TURNING AND RUNNING

S 14-44-39 W 217.76 FEET TO A POINT; THENCE TURNING AND RUNNING

N 75-13-11 E 719.42 FEET TO A POINT ALONG THE EASTERN SIDE OF THE PREVIOUSLY MENTIONED RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY LOCATED ALONG THE MONUMENTED RAILROAD BASELINE AT STATION 104+84.71 FEET LEFT 41.25 FEET; THENCE TURNING AND RUNNING

N 24-53-24 E 405.80 FEET TO THE POINT OF BEGINNING

CONTAINING 71,000 SQUARE FEET, MORE OR LESS, OR 1.614 ACRES, MORE OR LESS, OR 3.449 ACRES MORE OR LESS.

EXHIBIT B

A CERTAIN PARCEL OF LAND IN THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF SUFFOLK, CITY OF BOSTON, SOUTH BOSTON DISTRICT, SITUATED ON THE SOUTHERLY SIDE OF SOUTHAMPTON STREET AS SHOWN ON A PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY PLAN OF LAND IN BOSTON, MA., SOUTH BOSTON DISTRICT, SUFFOLK COUNTY, SCALE 1:240, 24 DECEMBER 1987." PREPARED BY GUNTHER ENGINEERING, INC. AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF A RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY LOCATED ALONG THE MONUMENTED RAILROAD BASELINE AT STATION 100+78.72 FEET LEFT 41.25 FEET SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE RUNNING

S 58-00-00 E 149.84 TO A POINT OF CURVATURE; THENCE RUNNING

SOUTHEASTERLY 53.61 FEET BY A CURVE TO THE LEFT HAVING A RADIUS OF 178.00 FEET TO A LEAD PLUG WITH ESCUTCHEON PIN IN A MASSACHUSETTS HIGHWAY BOUND AT A POINT OF TANGENCY, SAID POINT LOCATED AT AUXILIARY BASELINE "G" STATION 2+66.02 FEET RIGHT 88.00 FEET; THENCE RUNNING

S 75-15-21 E 270.89 FEET TO A POINT OF CURVATURE; THENCE RUNNING

SOUTHEASTERLY 122.08 FEET BY A CURVE TO THE RIGHT HAVING A RADIUS OF 152.00 FEET TO A POINT OF TANGENCY; THENCE RUNNING

S 29-14-11 E 111.99 FEET TO A POINT, SAID LAST FIVE COURSES BEING BY 1957 STATE HIGHWAY LAYOUT NUMBER 4590; THENCE TURNING AND RUNNING

S 14-44-39 N 219.96 FEET TO A POINT; THENCE TURNING AND RUNNING

N 75-15-21 N 725.42 FEET TO A POINT ALONG THE EASTERLY SIDE OF THE PREVIOUSLY MENTIONED RAILROAD RIGHT-OF-WAY NOW OR FORMERLY OF THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY LOCATED ALONG THE MONUMENTED RAILROAD BASELINE AT STATION 104+84.52 FEET LEFT 41.25 FEET; THENCE TURNING AND RUNNING

N 24-53-26 E 405.80 FEET TO THE POINT OF BEGINNING

CONTAINING 22,050 SQUARE METERS, MORE OR LESS, OR 237,344 SQUARE FEET, MORE OR LESS, OR 5.449 ACRES MORE OR LESS.

EXHIBIT C TO DIP PLAN

SCHEMATIC DRAWINGS

6 May 1968

DRAWING LIST

COVER (PERSPECTIVE)

1. VICINITY PLAN 1
2. VICINITY PLAN 2
3. SITE IMPROVEMENT PLAN
4. SITE SECTIONS
5. SITE PLAN
6. ELEVATION BUILDING A & B NORTH
7. ELEVATION BUILDING A & B SOUTH
8. ELEVATION BUILDING A WEST
9. ELEVATION BUILDING A EAST
10. ELEVATION BUILDING B WEST
11. ELEVATION BUILDING B EAST
12. SECTION AA REPLACE
13. SECTION BB REPLACE
14. SECTION CC REPLACE
15. SECTION DD
16. SECTION EE
17. SECTION FF
18. LEVEL 1
19. LEVEL 2
20. LEVEL 3 A, B, C
21. LEVEL 4
22. LEVEL 5
23. MECHANICAL SCHEDULE
24. SITE SURVEY

Notes: Part-up drawing will be made when copied for originals.

CANNON

Architect
Architects
Engineers
Planners

1000 Massachusetts
Boston, MA 02110
617 452 1000

8 May 1989

DRAWING LIST

COVER (PERSPECTIVE)

- | | | |
|-----|-----------------------|----------------------|
| 1. | VICINITY PLAN 1 | |
| 2. | VICINITY 2 | |
| 3. | SITE IMPROVEMENT PLAN | |
| 4. | SITE SECTIONS | |
| 5. | SITE PLAN | |
| 6. | ELEVATION | BUILDING A & B NORTH |
| 7. | ELEVATION | BUILDING A & B SOUTH |
| 8. | ELEVATION | BUILDING A WEST |
| 9. | ELEVATION | BUILDING A EAST |
| 10. | ELEVATION | BUILDING B WEST |
| 11. | ELEVATION | BUILDING B WEST |
| 12. | SECTIONS AA REPLACE | |
| 13. | SECTIONS BB REPLACE | |
| 14. | SECTIONS CC REPLACE | |
| | <u>BUILDING A</u> | <u>BUILDING B</u> |
| 15. | | P-B PARKING LEVEL |
| 16. | | P-1 PARKING LEVEL |
| 17. | | P-2 PARKING LEVEL |
| 18. | LEVEL 1 | LEVEL 1 |
| 19. | LEVEL 2 | LEVEL 2 |
| 20. | LEVEL 3,4,5,6 | LEVEL 3,4 |
| 21. | LEVEL 7 | LEVEL 5 |
| 22. | MECHANICAL PENTHOUSE | |
| 23. | SITE SURVEY | |

Xerox Past-up drawing will be xerox vellum copied for originals.

EXHIBIT D TO DIP PLAN
FINAL PROJECT IMPACT REPORT

FINAL PROJECT IMPACT REPORT
WILL BE APPENDED TO DIP PLAN
AT DEB BOARD MEETING
MAY 11, 1997

APPENDIX A TO DIP PLAN
BUREAU OF DIMENSIONAL SURVEILLANCE
AND STATE SURVEY MATTERS

FINAL PROJECT IMPACT REPORT

WILL BE APPENDED TO DIP PLAN

AT BRA BOARD MEETING

MAY 11, 1989

EXHIBIT E TO DIP PLAN

SUMMARY OF DIMENSIONAL REQUIREMENTS AND OTHER ZONING MATTERS

301-303 SOUTHAMPTON STREET
BOSTON, MASSACHUSETTS

EXISTING ZONING RELIEF

The Project is located within a General Industrial (I-1) District.

The Project will require: a conditional use permit for scientific research and teaching laboratory not conducted for profit and necessary to a college or university granting degrees by authority of the Commonwealth of Massachusetts and for the keeping of laboratory animals incidental to an institutional or educational use, and a variance to allow the floor area ratio to exceed the maximum of 2.0 allowed in the I-1 District.

I. F.A.R. CALCULATIONS

Allowable Gross Floor Area:

Lot Area	= 237,334 S.F.
Allowable F.A.R.	= 2.0
Requested F.A.R.	= 2.52
Total Allowable Gross Floor Area	= 474,678 S.F.
Total Requested Gross Floor Area	= 784,715 S.F.
Total Requested Gross Floor Area for F.A.R. Purposes	= 612,230 S.F.

FLOOR LEVEL	BLDG. A GROSS FLOOR AREA	BLDG. B GROSS FLOOR AREA	TOTAL GROSS FLOOR AREA	GROSS FLOOR AREA S.F.
B-0	*	3,820*	3,820*	3,820
B-1	45,388	45,388	90,776	90,776***
B-2	13,388	13,388	26,776	26,776***
1	13,788	13,788	27,576	27,576
2	14,520	14,520	29,040	29,040
3	15,145	15,145	30,290	30,290
4	15,145	15,145	30,290	30,290
5	15,145	15,145	30,290	30,290
6	15,145	15,145	30,290	30,290
7	15,370	-	15,370	15,370
8	44	-	44	44
	441,012	347,703	788,715	612,230

* Parking Level Below Grade

** Mechanical Equipment Penthouse

*** Excluded space devoted to required accessory parking

EXHIBIT E
BOSTON SCIENCE CENTER
301-303 SOUTHAMPTON STREET
ZONING SUMMARY

REQUIRED ZONING RELIEF

The Project is located within a General Industrial (I-2) District.

The Project will require: a conditional use permit for scientific research and teaching laboratory not conducted for profit and accessory to a college or university granting degrees by authority of the Commonwealth of Massachusetts and for the keeping of laboratory animals incidental to an institutional or educational use, and a variance to allow the floor area ratio to exceed the maximum of 2.0 allowed in the I-2 District.

I. F.A.R. CALCULATIONS

Allowable Gross Floor Area:

Lot Area	= 237,339 S.F.
Allowable F.A.R.	= 2.0
Requested F.A.R.	= 2.58
Total Allowable Gross Floor Area	= 474,678 S.F.
Total Proposed Gross Floor Area	= 758,715 S.F.
Total Proposed Gross Floor Area for F.A.R. Purposes	= 612,090 S.F.

FLOOR LEVEL	BLDG. A GROSS FLOOR AREA	BLDG. B GROSS FLOOR AREA	TOTAL GROSS FLOOR AREA	GROSS FLOOR AREA FOR FAR
P-B	*	3,850*	3,850*	3,850
P-1	48,300	48,800	97,100	22,000***
P-2	35,550	35,975	71,525	***
1	52,795	47,400	100,195	100,195
2	50,520	45,125	95,645	95,645
3	51,145	46,575	97,720	97,720
4	51,145	46,575	97,720	97,720
5	51,145	43,400	94,545	94,545
6	51,145	**	51,145	51,145
7	49,270	-	49,270	49,270
8	**	-	-	
	441,015	317,700	758,715	612,090

* Parking Level Below Grade

** Mechanical Equipment Penthouse

*** Excludes space devoted to required accessory parking

NOTE: P-B parking level is below grade and parking in that level is excluded from the definition of gross floor area. P-1 and P-2 parking levels will contain required accessory off-street parking spaces to serve the main use and therefore the portions of these levels devoted to such parking are excluded from the calculation of floor area ratio under Section 15-1

II. REQUIRED PARKING

As per Section 23-3 of Boston Zoning Code, 1 car space per 1,000 gross floor area will be required.

Total Spaces Required	= 613 cars
Parking on P-B	= 244 cars
Parking on P1	= 197 cars
Parking on P2	= <u>185 cars</u>
Total Spaces Provided	= 626

III. LOADING BAYS

Maximum Bays Specified by Zoning Code	= 6
Number of Loading Bays Provided	= 6

IV. REAR YARD

As per Table B Section 13-1, minimum of 12 feet of rear yard required. Actual rear yard provided is 49 feet.

V. FRONT AND SIDE YARDS

Not Required

VI. PARAPET SET BACK REQUIREMENTS $\frac{H+L1}{6}$ (as per Table B of Section 13-1)

(1) Front Lot Line Parapet Setback Requirements

NOTE 1 Combined height of first and second story of the building is greater than 25 feet. As per Article 21-2(a) of the Boston Zoning Code, the height below which no setback from the front line will be required is 25 feet.

NOTE 2 Front lot line abuts Southampton Street and Southampton Service Road, combined width of which is greater than 100 feet. As per Article 21-1 of the Boston Zoning Code, the required setback from the front lot line can, therefore, be reduced by 50 feet.

Building A

Wall within 45 of parallel to front line at the height of 116 feet above the grade:

Length of wall measured parallel to lot line at the greatest length of above the height of 25 feet (L1) -
= 170 feet

Wall height = 116 feet
H = 116-25 = 91 feet (as per Note 1)

Setback = $\frac{170 + 91}{6}$ = 43.5 feet

Required Setback = 43.5 - 50 = - 6.5 (as per Note 2)

As per the above calculation, no setback will be required for this wall. Actual setback provided for this wall is no less than 24 feet at any point from front lot line.

Building B

Wall parallel to front line at the height of 88 feet above the grade:

Length of wall parallel to lot line, measured at greatest length above the height of 25 feet (L1) = 125 feet

Wall height = 88 feet
H = 88-25 = 63 feet (as per Note 1)

Setback = $\frac{125 + 63}{6}$ = 31.3 feet

Required Setback = 31.3 - 50 = - 18.7 (as per Note 2)

As per the above calculation, no setback will be required for this wall. Actual setback provided for this wall is 24 feet from front lot line.

(2) Rear Lot Line Parapet Setback Requirements:

NOTE 1 Combined height of first and second story of the building is greater than 25 feet. As per Article 21-2a of the Boston Zoning Code, the height below which no setback from the rear lot line will be required is 25 feet.

Building A

Wall parallel to rear lot line, measured at greatest length
above the height of 25 feet (L1) = 200 feet

Wall height = 116 feet
H = 116-25 = 91 feet (as per Note 1)

Setback = $\frac{200 + 91}{6}$ = 48.5 feet

As per the above calculation, the required setback from the rear lot line for this wall is 48.5 feet. Actual setback provided for this wall is 49 feet from the rear lot line.

Building B

Wall parallel to rear lot line at the height of 88 feet above the grade:

Length of wall parallel to lot line, measured at greatest length
above the height of 25 feet (L1) = 185 feet

Wall height = 88 feet
H = 88-25 = 63 feet (as per Note 1)

Setback = $\frac{185 + 63}{6}$ = 41.3 feet

As per the above calculation, the required setback from the rear lot line for this wall is 41.3 feet. Actual setback provided for this wall is 49 feet from rear lot line.

(3) Side Lot Line Parapet Setback Requirements:

Note 1 As per Article 21-2b of the Boston Zoning Code, no setback from below height of 60 feet is required where maximum floor area as stated in Table B of Section 13-1 is 2.0.

Building A

Wall within 45 parallel to side lot line at the height of 172 feet above the grade:

Length of wall measured parallel to lot line at greatest length
above the height of 60 feet (L1) = 95 feet

Wall height = 172 feet
H = 172-60 = 112 feet (as per Note 1)

Setback = $\frac{95 + 112}{6}$ = 34.5 feet

As per the above calculation, the required average setback from the side line for this wall is 34.5 feet. Actual setback for this wall is no less than 80 feet at any point from the side lot line.

Building B

Wall parallel to side lot line at the height of 88 feet above the grade:

Length of wall parallel to lot line, measured at greatest length above the height of 60 feet (L1) = 95 feet

Wall height = 88 feet
H = 88-60 = 28 feet (as per Note 1)

Setback = $\frac{95 + 28}{6}$ = 20.5 feet

As per the above calculation, the required setback from the side line for this wall is 20.5 feet. Actual setback provided for this wall is not less than 75 feet from side lot line.

NOTE - For the purposes of determining the maximum setbacks from all lot lines in the preceding calculations, lengths of walls (L1) as well as heights (H) have been maximized to ensure that all other varying lengths and heights of walls will satisfy the minimum requirements.

EXHIBIT F TO DIP PLAN
VOLUNTARY CONTRIBUTIONS

The following contributions will be made in two (2) equal installments, the first installment due upon issuance of the initial building permit for substantial construction of the Project and the second installment due upon issuance of the Certificate of Occupancy for the Project.

Boston Summer Jobs Program \$250,000

To help high school students and graduates gain job experience.

South Boston Boys' and Girls' Club \$100,000

To renovate and improve the library.

Joseph P. Ryan School and Home \$100,000

To provide students with education and training in preparation for SAT examinations.

South Boston Neighborhood House \$100,000

To support the provision of its programs and/or improvement to its facilities.

The following contributions will be made upon issuance of the initial building permit for substantial construction of the Project.

Boston YMCA Child Care Services \$47,500

Toward construction and capital equipment costs for the day care center at 1012 Massachusetts Avenue.

EXHIBIT F TO DIP PLAN
VOLUNTARY CONTRIBUTIONS

The following contributions will be made in two (2) equal installments, the first installment due upon issuance of the initial building permit for substantial construction of the Project and the remaining portion at issuance of the final Certificate of Occupancy for the Project.

Boston Summer Jobs Program

\$250,000

To help high school students and graduates gain job experience.

South Boston Boys' and Girls' Club

\$100,000

To renovate and improve the library.

Joseph P. Tynan School and James Condon School

\$150,000

To provide students with education and training in preparation for SAT examinations.

South Boston Neighborhood House

\$100,000

To support the operation of its programs and/or improvement to its facilities.

The following contribution will be made upon issuance of the initial building permit for substantial construction of the Project.

Boston YMCA Child Care Services

\$ 43,400

Toward construction and capital equipment costs for the daycare center at 1010 Massachusetts Avenue.

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
BOSTON SCIENCE CENTER

THIS AGREEMENT is dated as of May __, 1989 by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the "Authority"), a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, and Southmed Limited Partnership, a Massachusetts limited partnership of which Congress Group Ventures, Inc., a Massachusetts corporation, is the general partner, with an address of c/o Congress Group Ventures, Inc. One Memorial Drive, Cambridge, MA 02142 and its successors, assigns and legal representatives (hereinafter the "Applicant"; the Authority and Applicant, collectively, are referred to herein as the "parties").

WITNESSETH:

WHEREAS, the Applicant proposes to construct the Boston Science Center, a two-building development located at 301-303 Southamptton Street designed to provide biomedical research uses in accordance with Section 8-7 of Article 8 of the Boston Zoning Code to serve Boston's medical services community and containing an aggregate of 593,940 square feet of gross floor area of Table D Uses and Table E Uses (as defined in Paragraphs 2.4 and 3.1 hereof) plus parking for 626 cars, 4,950 square feet of space for private day-care uses and additional space for mechanical systems, parking lobbies and loading docks (the "Project"); and

WHEREAS, the Project will be located at 301-303 Southamptton Street, a single parcel of vacant land owned by the Applicant which contains approximately 5.4 acres and is bounded by the Southeast Expressway (I-93) to the east, the Sears Distribution Center to the south, the New York/New Haven and Hartford Railroad to the west and Southamptton Street and an access ramp to the north (the "Project Site"); and

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code; and

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by a Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by

the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust as referred to in Article 26B of the Boston Zoning Code has been created by a Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter the "Plan") attached hereto as Exhibit A and incorporated herein by reference, as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and after a public hearing held on May 11, 1989, notice of which was published in the Boston Herald on May 5, 1989, the Authority approved the Plan on _____. The Applicant will cause the Project Site to be developed in accordance with the Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Linkage Payment") as such term is defined in Section 26A-2(3) of Article 26A of the Boston Zoning Code, in the amount as calculated and set forth in Section 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Paragraph 2.2 of this Agreement (the "Housing Creation Option"), or by payments made in accordance with Paragraph 2.3 of this Agreement (the "Housing Payment Option").

2.2 Housing Creation Option. If the Applicant shall elect to create or to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in order to satisfy its obligation for all or a portion of the Linkage Payment, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in Paragraph 2.6 of this Agreement and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Any such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Contribution set forth in Section 26A-2(3) (a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges that any such proposal will

comply with the Regulations. The proposal shall be subject to the approval by the Authority only after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a portion of the Linkage Payment, said payments shall be paid to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts 02201, as custodian of the Housing Trust (the "NHT Trustee"), pending acceptance of such payments for the Housing Trust by the City. The Applicant hereby agrees to notify the Authority of the delivery of such payments to the NHT Trustee. The payments shall be made in twelve (12) equal annual installments. The first installment of the Linkage Payment shall be due and payable on the Payment Date, as defined in Paragraph 2.6, infra., and subsequent installments shall be due and payable on the following eleven (11) anniversary dates of the Payment Date. In the alternative, Applicant may elect to make payments under the Housing Payment Option in a single installment, due and payable on the Payment Date, in an amount equal to the Net Present Value of the total amount of the Linkage Payment which would otherwise be paid in twelve (12) equal annual installments. For purposes of this Paragraph 2.3, "Net Present Value" shall mean the value of an amount of money equal to the sum of discounted payments which would have been made by the Applicant had it elected to satisfy its obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option installment method, such discounting to be measured from the Payment Date to the dates at which each Housing Payment installment would have been made. The discount rate shall be calculated by adding fifty percent of the Applicant's verified cost of funds for the construction of the Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield. The Authority hereby agrees that delivery of such payment or payments to the NHT Trustee constitutes full satisfaction of the Applicant's obligation to make the Linkage Payments.

The NHT Trustee shall enforce the Applicant's election under this Section of the Agreement and shall collect any funds due hereunder. In the event any Linkage Payment installments are not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable anniversary date of the Payment Date when payment should have been received by the NHT Trustee and ending on the date when the NHT Trustee receives payment.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code in effect on the date hereof (hereinafter "Table D Uses"), including but not limited to research laboratory and institutional uses. It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Zoning Code) of the Project devoted to one

or more Table D Uses in the aggregate will exceed one hundred thousand (100,000) square feet and said gross floor area devoted to such Uses is expected to be approximately 593,940 square feet, based upon schematic drawings for the Project. The total amount of the Linkage Payment, calculated at the rate of \$5.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet devoted to one or more Table D Uses, will approximate a total of \$2,469,700. The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan. Prior to the issuance of a final Certificate of Occupancy for both buildings in the Project, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the actual gross floor area of space devoted to Table D uses as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect differs from the above-stated estimate, the Applicant shall adjust the amount of the Linkage Payment in accordance with Article 26A of the Boston Zoning Code to reflect the actual gross floor area.

2.5 Recalculation. The Authority hereby agrees, subject to the final calculation provisions contained in Paragraph 2.4 of this Agreement, that any change in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code or any other changes in the Boston Zoning Code after the date hereof shall not in any way increase the Linkage Payment determined in accordance with Paragraph 2.4 of this Agreement.

2.6 Linkage Payment Date. The Payment Date shall be the earlier of either (i) the issuance of a final Certificate of Occupancy for the Project or (ii) twenty-four (24) months after the granting of the initial building permit for the Project (excluding any permit(s) for demolition).

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the NHT Trustee of such execution.

In order to ensure prompt receipt of the first installment of the Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter "ISD") will not issue a Certificate of Occupancy for the Project until satisfactory evidence of such receipt has been presented (or a Housing Creation Agreement has been signed with the Authority) and that the Applicant must, therefore, pay the first installment of the Linkage Payment (or the single installment at Applicant's option in accordance with Section 2.3) on or, at the election of the Applicant, prior to the Payment Date. Upon receipt of the first installment or the single installment of the Linkage Payment, the NHT Trustee shall (a) acknowledge receipt thereof;

- (b) issue to the Applicant a certification of such payment; and
- (c) notify ISD of such payment.

The Authority shall review the Applicant's determination of the final gross floor area of the Schedule D Uses in the Project. If the Authority confirms the Applicant's determination it shall so certify and forward the same to the ISD with a copy to the NHT Trustee.

2.8 Project Address:

a) The Project address as listed on the building permit applications is 301 Southampton Street, Boston, MA for Building A and 303 Southampton Street Boston, MA for Building B.

b) The Building permit application number is: 3611 for Building A and 3840 for Building B.

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for the Project or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to those portions of the Project not constructed. For purposes of this Agreement, demolition and surface site work shall not be considered substantial construction but the commencement of excavation, foundation and other work shall constitute substantial construction.

2.10 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts,

02201, as custodian (the "Jobs Trustee"), pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The Authority hereby agrees that delivery of such payments to the Jobs Trustee constitutes full satisfaction of the Applicant's obligation to make such payments.

The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), including, without limitation research laboratory, institutional and educational uses. It is anticipated that the gross floor area of the Project devoted to one or more Table E Uses in the aggregate will exceed one hundred thousand (100,000) square feet, and said gross floor area devoted to such uses is expected to be 593,940 square feet, based upon schematic drawings for the Project. The total amount of the Jobs Payment, calculated at the rate of \$1.00 for each square foot of gross floor area in excess of one hundred thousand square feet devoted to one or more Table E Uses, will approximate a total of \$493,940. The parties acknowledge that the amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the completed gross floor area of the Schedule E Uses in the Project, as defined in Section 2-1 (21) of Article 2 of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the actual gross floor area.

3.2 Recalculation. The Authority hereby agrees that subject to the final calculation provisions contained in Paragraph 3.1 of this Agreement, that any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of the Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code or any other changes in the Boston Zoning Code after the date hereof shall not in any way increase the Jobs Payment determined in accordance with 3.1 of this Agreement.

3.3 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal annual installments, the first installment due upon the issuance of the initial building permit for the Project (excluding any permit(s) for demolition) and the remaining portion due on the anniversary of the first payment.

3.4 Non-Accrual of Jobs Payment. If a building permit is not granted for the Project, or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction thereof, or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the

Jobs Payment with respect to those portions of the Project not constructed.

3.5 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant will execute a Boston Residents Construction Employment Plan consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985 and which sets forth in detail the Applicant's plans to ensure that its Contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least fifty (50) percent of the total employee worker hours in each trade shall be by bonafide Boston residents; (2) at least twenty-five (25) percent of the total employee worker hours in each trade shall be by minorities; and (3) at least ten (10) percent of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions.

4.2 Workerhours Defined. For purposes of this Article, worker hours shall include on-the-job-training and apprenticeship positions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 The Applicant shall execute a Memorandum of Understanding and a First Source Agreement in connection with the Project. The Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents the Applicant's good faith effort to provide that fifty (50) percent of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Job and Community Services shall provide for the Applicant to use the services of the Private Industry Council - sponsored "Boston for Boston" placement office employment referral before embarking on a general recruitment effort to fill entry - level positions within the Project.

ARTICLE 6. LIABILITY.

6.1 Letter of Credit. If the Applicant elects to make the Linkage Payment in installments, as security for the payment of such installments subsequent to the first installment, the Applicant shall provide for the benefit of the Authority one or more letters of credit in a form reasonably acceptable to the Authority, in the aggregate amount of 11/12 of the amount of the Linkage Payment as so calculated. Such letter or letters of credit shall be provided to the Authority on the date of payment of the first installment of such Linkage Payment. Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the eleven-year period during which subsequent installments of the Linkage Payment are required in accordance with said Article 26A, provided that such letters of credit shall authorize the Authority to draw upon them if not replaced at least 30 days prior to their expiration date.

The principal amount of such letter or letters of credit may be reduced by Applicant after payment by Applicant to the Authority of any installment of the Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority will take all steps necessary to enable Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters of credit, if required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount.

6.2 Scope of Applicant's Liability. Subject to the provisions contained in Paragraph 7.5, infra., the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Plan for this Project, whether owned by the Applicant or its successors or assigns (including, without limitation, mortgagees), as the case may be, for any claim against the Applicant or its successors or assigns (including without limitation, mortgagees) arising under this Agreement in connection with the Project. However, from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in Paragraph 6.1, the Authority shall look solely to the proceeds of such letter or letters of credit as security for the performance of the obligations of the Applicant or its successors or assigns (including, without limitation, mortgagees) hereunder, it being understood that the Authority shall thereafter look to no other interests of the Applicant or its successors or assigns (including, without limitation, mortgagees) including the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder.

6.3 Personal Liability. Subject to the provisions contained in Paragraph 7.5 infra., neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement (and the Exhibits hereto) shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project, and the Trusts as successor to the Authority as and when such Trusts shall be established, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B or court decision having the effect of an amendment or repeal of Article 26A or Article 26B.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2, Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

7.3 Knowledge of Laws. Applicant shall use best efforts to keep itself fully informed of all votes of the Authority, City ordinances, executive orders, regulations and state and federal laws which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees in connection with or with respect to the Project.

7.4 Notice. All notices under this Agreement must be in writing and mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

If to Authority:

Boston Redevelopment Authority
Director's Office
One City Hall Plaza
Boston, MA 02201

With copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

If to Applicant:

Southmed Limited Partnership
c/o Congress Group Ventures, Inc.
One Memorial Drive
Cambridge, MA 02142
Attn: Dean F. Stratouly,

President

With copies to:

David A. Gardner, President
Gardner Capital Corporation
445 Park Avenue
New York, NY 10022

David Randall, General Counsel
Congress Group Ventures, Inc.
One Memorial Drive
Cambridge, MA 02142

Paul F. McDonough, Jr. Esq.
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

7.5 Notice of Agreement upon Sale or Assignment. Within fifteen (15) days after the sale or assignment of a controlling interest in the Project: a) the Applicant shall give notice of such sale or assignment to the Authority; b) the purchaser or assignee shall expressly assume and agree to perform and comply (subject, however, to the nonrecourse provisions of Article 6 hereof) with all the covenants and provisions of this Agreement on the part of the Applicant to be performed; and c) there shall be delivered to the Authority the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the purchaser or assignee. Failure of the Applicant to give such notice within the applicable fifteen (15) days notice period of the sale or assignment of its controlling interest in the Project shall render ineffective the provisions contained in Article 6 hereof with respect to the period subsequent to the applicable sale or assignment and prior to the time the Authority receives a notice and an assumption (by the purchaser/assignee) respecting such sale or assignment. A conditional or collateral assignment to a Lender shall not constitute a transfer of a controlling interest for purposes of this Section 7.5, unless and until such conditional/collateral assignee forecloses the lien of its security. Further, notwithstanding any provision of this Section 7.5 to the contrary, a sale or assignment otherwise subject to the foregoing clauses (a), (b), and (c) shall not be subject to such clauses where the transferee or proposed transferee is an Affiliate. For purposes of this Agreement, an "Affiliate" is a

person, partnership, corporation, or other entity which controls, is controlled by, or is under common control with, the Applicant, and "control" shall mean the power to direct the management policies of the subject entity, whether by binding contract or by equity ownership.

7.6 Mortgagee Not Liable. No holder of a mortgage on the Project shall be liable to perform any of the obligations of the Applicant hereunder unless and until such holder acquires (and then only for so long as such holder continues to hold) title to the Project by foreclosure or deed in lieu of foreclosure.

7.7. Cooperation Covenant. The Authority will informally advise and will actively cooperate with and publicly support the Applicant's efforts in obtaining from the appropriate municipal, state and federal bodies and agencies all such permits, conditional use permits, licenses and approvals, exceptions and variances (including, without limitation, the variances, conditional use permits and interpretation/confirmatory positions specifically contemplated by the Plan), and other deviations or relief from or under, the normal (i.e., as of right) application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary in order to carry out development of the Project in accordance with the Plan in the most expeditious and reasonable manner. The Authority shall also cooperate fully in any amendment processes necessitated as a result of the refinement of the Drawings and Specifications for the Project developed during the Design Review Process.

7.8 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the NHT Trustee and the Jobs Trustee, upon satisfaction by the Applicant of its obligations under the Linkage Payment and Jobs Payment (or any installment thereof), within 10 business days after request by the Applicant, a certification in recordable form that said Linkage Payment or Jobs Payment (or installment thereof, as applicable), or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment (or such installment thereof).

7.9 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges, by executing this Agreement, that the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project Site.

7.10 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.11 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without written notice to the Authority within fifteen (15) days of such transfer; provided, however, that the foregoing shall have no application to a conditional or collateral assignment to secure indebtedness of the Applicant to third parties (unless and until such conditional/collateral assignee forecloses its lien thereon), or to transfers to Affiliates (as defined in Section 7.5 hereof).

7.12 Applicant shall include in all Project leases for laboratory space a requirement that all experiments conducted in the Boston Science Center shall be conducted in conformity with the current Guide for the Care and Use of Animals of the National Institute of Health and succeeding and revised editions thereof, the Animal Welfare Act (7 U.S.C. Sections 2131, et. seq.) and federal regulations pursuant to said Act, the Public Health Service Policy on Humane Care and Use of Laboratory Animals, all as amended from time to time, statutes and regulations of the Commonwealth of Massachusetts, and ordinances, executive orders and regulations of the City of Boston.

7.13 Voluntary Contributions. In addition to the Linkage Payment the Applicant has agreed to make certain voluntary contributions totalling \$643,400, as described below. The Applicant shall contribute \$43,400 upon the issuance of the initial building permit for the Project (excluding demolition permits) to Boston YMCA Child Care Services, for construction and capital equipment costs for the daycare center at 1010 Massachusetts Avenue. The Applicant shall make the following contributions in each instance in two (2) equal installments, the first installment due upon issuance of the initial building permit for the Project (excluding demolition permits) and the remaining installment due upon issuance of the final Certificate of Occupancy for the Project: \$250,000 to the Boston Summer Jobs Program, to help high school students and graduates gain job experience; \$100,000 to the South Boston Boys' and Girls' Club, to renovate and improve the library; \$150,000 to the Joseph P. Tynan School and James Condon School, to provide students with education and training in preparation for SAT examinations; and \$100,000 to the South Boston Neighborhood House, to support the operation of its programs and/or improvement to its facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

SOUTHMED LIMITED PARTNERSHIP

By: Congress Group Ventures,
Inc.
General Partner

By: _____
Dean F. Stratouly,
President

DEVELOPMENT IMPACT PROJECT PLAN

ATTACHED TO BOARD MEMORANDUM

MAY 11, 1989

Worcester Square Area
Neighborhood Association

L. FERNANDO RODRIGUEZ
President

ROSE MERRILL
President Emerita

123 WEST WASHINGTON ST. - BOSTON, MASSACHUSETTS 02110

Telephone: 523-1100

May 2, 1989

Mr. William Whittier
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02110

LETTERS OF SUPPORT

FOR THE BOSTON SCIENCE CENTER

Dear Mr. Whittier:

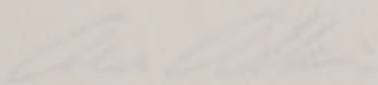
MAY 11, 1989

The Worcester Square Area Neighborhood Association has reviewed the Congress Group Ventures' Boston Science Center proposal for South Washington Street and would like to express our support for it. We feel that the project will be a positive asset to this part of the City because it will provide a focal point of development and signal a revitalization of a declining neighborhood. In addition, the project will be generating more tax money from the site than what is being generated currently.

If approved within the time frame established for such facilities, W.S.A.N.A. will work to be heard from this project. We ask that the approvals and variances requested be granted as soon as possible.

Sincerely,

Fernando Rodriguez
President, W.S.A.N.A.



cc: Chairman W.C. Area Development Joint Committee



Worcester Square Area Neighborhood Association

L. FERNANDO REQUENA
President

ROSE MEHEGAN
President Emeritus

53 EAST CONCORD ST. - BOSTON, MASSACHUSETTS 02118

TELEPHONE: (617) 262-9546

May 3, 1989

Mr. William Whitney
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02110

Dear Mr. Whitney,

The Worcester Square Area Neighborhood Association has reviewed the Congress Group Ventures' Boston Science Center proposal for Southamptton Street and would like to express our support for it. We feel that the project will be a positive asset to this part of the city because it will provide a local source of employment and signal a revitalization of a declining neighborhood. In addition, the project will be generating more tax money from the site than what is being generated currently.

If managed within the codes and guidelines established for such facilities, W.S.A.N.A. sees much to be gained from this project. We ask that the approvals and variances required for the project be granted. Thank-you

Sincerely,

Fernando Requena
President, W.S.A.N.A.

Alex Adonis
Co-Chairman W.S.A.N.A. Development Committee

May 3, 1989

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

RE: BOSTON SCIENCE CENTER

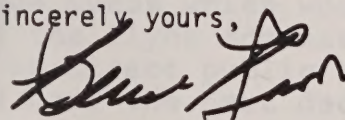
Dear Mr. Whitney:

As a follow-up to my original letter of November 11th supporting the Boston Science Center project, I would like to relate just how pleased I have been with the developer's constant endeavor to keep the community abreast of the project's progress.

Recently, I saw a photo of the latest design concept for the Boston Science Center. As spokesperson for the Pompeii-Chesterton Street Neighborhood Association, and as a neighboring resident myself, I was very excited for I feel that Congress Group Ventures has done an outstanding job to improve the aesthetics of this area. I also believe that this project will restore economic vitality to our community.

For these reasons, I repeat my request by asking the Boston Redevelopment Authority to do everything possible to see that this project becomes a reality.

Sincerely yours,



BRUCE ROSE, Spokesperson
Pompeii-Chesterton Streets
Neighborhood Association
22 Pompeii Street
Boston, MA 02119

BR/j

114 Old Harbor Street
South Boston, MA 02127
May 3, 1989

Boston Redevelopment Authority
William Whitney, Assistant Director
Urban Design and Development
One City Hall Square
Boston, Massachusetts 02201

Re: BOSTON SCIENCE CENTER

Dear Mr. Whitney:

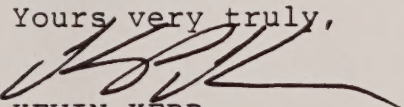
I am writing to express my support for the proposed Boston Science Center. I was born near Andrew Square, grew up in the Old Harbor Village, and currently am a homeowner in South Boston. Thus, I am very familiar with the Boston Science Center neighborhood. Also, I have attended two meetings held by the developer, Congress Group Ventures, Inc., to inform concerned citizens and neighborhood associations about their plans.

Prior to acquisition by Congress Group Ventures, Inc., the site for the proposed research center was an abandoned factory infested by rodents and drug dealers. The proposed Boston Science Center should be the cornerstone in the reconstruction of this now dilapidated area.

Substantial public benefits should result from this development. The new property taxes resulting from this real estate project are badly needed in this time of stagnant local aid growth. In fact, a recent Boston Municipal Research Bureau report indicated that over one-half the increased property taxes revenues realized by the City the past several years came from similar new construction. The anticipated \$2.5 million in affordable housing linkage payments will help young families stay in and build in their City. Finally, the \$500,000 in job training linkage funds which would be realized from the project will be needed if the Flynn Administration is successful in its laudable effort to direct public and private construction jobs to Boston residents over the next decade.

I urge the Boston Redevelopment Authority to take quick action to make the Boston Science Center project a reality, including approving this month a D.I.P. Agreement.

Yours, very truly,


KEVIN KERR
Attorney at Law

KK/j

DANIEL F. CRONIN
ATTORNEY AT LAW
546 EAST BROADWAY
SOUTH BOSTON, MASSACHUSETTS 02127
017 288-5100

May 1, 1989

William Whitney, Assistant Director
Urban Design and Development
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

RE: BOSTON SCIENCE CENTER

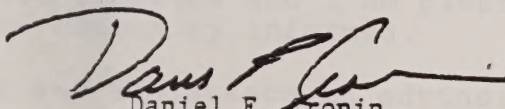
Dear Mr. Whitney:

I am pleased to offer my support for the Boston Science Center project. As a local businessman active in the South Boston Board of Trade, I believe the project will serve as an anchor for the neighborhood, providing jobs and business to our residents and businessmen.

I recently had the opportunity to see a proposed sketch of the project and believe it would greatly improve the aesthetics of the neighborhood.

Accordingly, I encourage the Boston Redevelopment Authority to approve the project as expeditiously as possible.

Very truly yours,


Daniel F. Cronin

May 1, 1989

Boston Redevelopment Authority
Urban Design & Development
Mr. William Whitney
Assistant Director
One City Hall Square
Boston, MA 02201

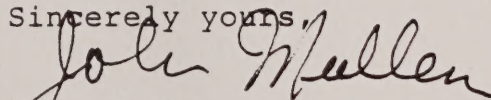
Dear Mr. Whitney:

I am a life-long resident of South Boston, presently residing on Dorchester Street. I take great pride in my community and have always been active in neighborhood endeavors and pursuits. Currently, I am the President of the Andrew Square Civic Association. This position affords me the opportunity of being directly in tune with the voice of the people.

With this background in mind, it is my intent that this letter serve to sound my support for the proposed Boston Science Center. I have listened and watched the developer, Dean Stratouly of the Congress Venture Group and believe that their proposal will more than meet the desire of the neighborhood to upgrade the location of the old Colonial Meat Packing Co. I feel Mr. Stratouly has been sincere and honest with our concerned citizens and I am pleased with his attempts to keep the community informed.

I urge your support and assistance in advancing the approval of this project. The Boston Science Center would only prove to be an asset to our neighborhood and city as a whole through tax revenue, job opportunities and greatly improved environmental aesthetics.

Sincerely yours,



John Mullen
President

Andrew Square Civic Association

JM/j

April 28, 1989

Mr. William Whitney
Assistant Director
Boston Redevelopment Authority
Urban Design & Development
One City Hall Square
Boston, MA 02201

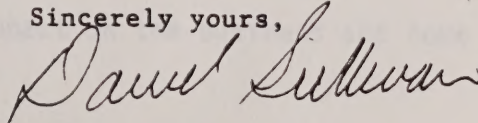
Dear Mr. Whitney:

As the owner of the Andrew Square News, I was pleased to hear recently of the proposed building of the Boston Science Center.

This new and attractive building plan will be a welcomed addition to the neighborhood and business community. It will afford us many new potential customers and help to generate a more prosperous spirit and brighter future for the Andrew Square area and surrounding neighborhoods.

I support the building of the Boston Science Center and hope that its progress will be swift. Your cooperation would be greatly appreciated.

Sincerely yours,



DANIEL SULLIVAN
Andrew Square News
388 Dorchester Street
South Boston, MA 02127

DS/c

April 28, 1989
Hüseyin Akgün
582 Dorchester Avenue
South Boston, MA 02127

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Dear Mr. Whitney;

I am writing in support for the Boston Science Center, to be located at the former Colonial Meat Packing Company on Southamptton Street.

As an owner of a business in Andrew Square for the past two years, I feel it is in my best interest to support this project. I hope the Boston Redevelopment Authority will consider this a positive project for the South Boston community.

It certainly will have a beneficial impact on the business and home owner in the Andrew Square area.

Sincerely,

Hüseyin Akgün

April 28, 1989

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Att: Urban Design & Development Division
W. Whitney

Dear Mr. Whitney:

As a resident of Dorchester, specifically the Savin Hill area, I am very interested in seeing the Boston Science Center become a reality.

I am a professor of Economics by profession and can readily attest to the fact that this project will undoubtedly improve the economic environment of this area. Therefore, I urge the Boston Redevelopment Authority to help forward this project.

Thank you in advance for any beneficial assistance you may personally offer in supporting this project.

Sincerely,

Dr. Carol Luttrell

Prof. Carol Luttrell
85 Auckland Street
Dorchester, MA 02125

CL/j

April 28, 1989

Boston Redevelopment Authority
Urban Design & Development
Att: Mr. William Whitney
Assistant Director
One City Hall Square
Boston, Massachusetts 02201

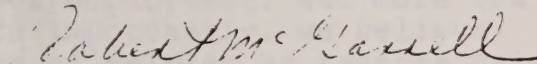
Dear Mr. Whitney:

I am the owner of Trinity Florist located on East Broadway in South Boston. I recently heard of the proposal for the Boston Science Center to be built at the site of the old Colonial Meat Packing Co.

I would like to inform you not only of my interest, but of my support. The Boston Science Center once completed will introduce many new workers to our neighborhood. This could afford the small businessmen in the area a whole new viable business market for their products. For example, this week is secretary's week - a year from now, I could be delivering several floral arrangements to the Science Center!

Therefore, from a business prospective, I eagerly support the Boston Science Center and would encourage the Boston Redevelopment Authority to do the same. Thank you in advance for any positive consideration you may grant this proposal.

Sincerely,



Robert McGarrell

McG/j

Mr. & Mrs. John Kerr
6 Howell Street
Dorchester, Massachusetts 02125
April 27, 1989

Mr. William Whitney
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

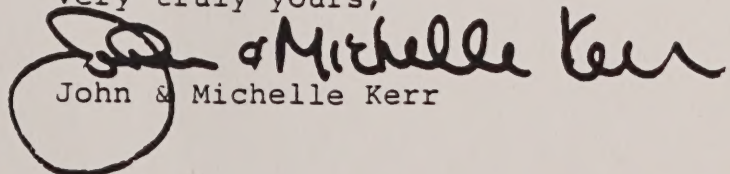
Dear Mr. Whitney:

My wife and I are both life-long residents of Boston, specifically South Boston and Dorchester. Presently, we own property at the above-referenced address.

With these facts in mind, we would like to let you know that we are in support of the Boston Science Center project which would be built at the old location of the Colonial Meat Packing Company.

Our property is located in the Andrew Square area and therefore we are very concerned about any attempts to improve our neighborhood. The meat packing company location is presently a displeasing site, and we feel that by approving the Boston Science Center, the site naturally would improve. It would also generate more activity in the Square, more potential for employment, and more tax money for the City. But more importantly, we believe that the spin-off effect that of helping to restore pride in a once again productive area would be the most beneficial effect. Therefore we strongly urge your support for the building of the Boston Science Center.

Very truly yours,


John & Michelle Kerr

JM:j

April 26, 1989

Boston Redevelopment Authority
Urban Design and Development
One City Hall Square
Boston, Massachusetts 02201

Attention: Mr. W. Whitney, Asst. Director

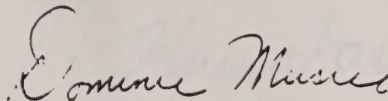
RE: BOSTON SCIENCE CENTER

Dear Mr. Whitney:

As a South Boston businessman, specifically the owner of the Andrew Square Cafe, I encourage you to support the building of the Boston Science Center to be located at the site of the old Colonial Meat Packing Company.

From a business viewpoint, there is no doubt in my mind that more business will be forthcoming. An undertaking such as this Science Center will bring with it many, many employees giving the area businesses an invaluable opportunity of servicing them. For the community as a whole, it will be the source of many new job opportunities. For these reasons I strongly urge you to use your office to promote this project for the enhancement of the City's economic environment.

Sincerely yours,



DOMINIC MUSICO

DM/j

April 25, 1989

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

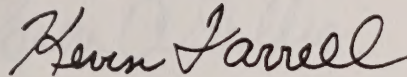
Dear Mr. Whitney:

I am writing to you to offer my support for the Boston Science Center project.

Being a trade union member and a resident of Boston, I see this as a very beneficial enterprise. Needless to say it will generate employment for my brother and sister union members as well as employment for city residents in general when the project is completed and functioning as a research center.

As a concerned citizen I urge you to proceed swiftly with approval of this project.

Sincerely,



Kevin Farrell
235 E. Fifth Street
S. Boston, MA 02127

April 25, 1989
Karen A. Gillis
41 Westmoreland Street
Dorchester, MA 02124

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Dear Mr. Whitney;

I am writing this letter to show my support for the Boston Science Center.

As a resident of Dorchester who travels daily to work in South Boston, I feel that the Boston Science Center will improve police safety in the area due to the increase in people working there. Also the availability of public transportation would increase, not to mention the design of the center would most definitely serve to beautify the area.

In conclusion I ask for the speedy approval of this project for the benefit of all.

Sincerely Yours,

Karen A. Gillis

April 25, 1989

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

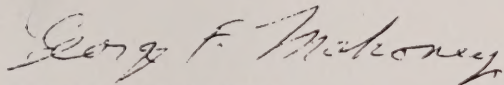
Dear Mr. Whitney:

I am the owner of the Andrew Auto School and have been doing business in Andrew Square for twenty-three years. The reason for this letter is to let you know that I am **supporting** the proposed **Boston Science Center** to be located at the former site of the Colonial Meat Packing Company.

As a long-time businessman in this area, I believe the Science Center would open up a much needed job market for the residents and would certainly help the neighboring businesses. By allowing the Boston Science Center to go forward, it would also guarantee that the present eyesore in this community would be bettered.

I strongly urge the Boston Redevelopment Authority to advance and approve this project as soon as possible.

Thank you,



GEORGE MAHONEY
Andrew Auto School
573A Dorchester Avenue
South Boston, MA 02127

GM/j

April 25, 1989

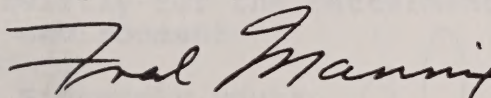
Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Whitney:

I am pleased to offer my support for the Boston Science Center project. I feel as a South Boston businessman - owner of Mannix Construction Company that this venture would only serve to benefit the community. It is my desire to see this project move forward for I feel it will add many job opportunities for the residents and help to beautify the area in general.

Please help us by approving the Boston Science Center which will revitalize this neighborhood and business community as a whole.

Very truly yours,



Fred Mannix
Post Office Box 112
South Boston, MA 02127

FM/B

April 25, 1989

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

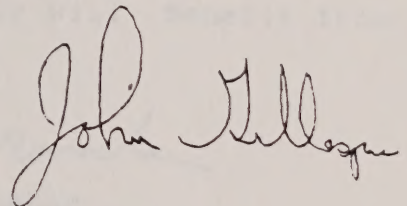
Dear Mr. Whitney:

I am a concerned local businessman writing to support the Boston Science Center project. My business is located in the Andrew Square area and I feel certain that my business would benefit, along with the entire neighborhood.

The Boston Science Center would be an attractive edifice and would do much to upgrade the looks of the neighborhood. Also, it would afford the community people job opportunities and help bring back vitality to Andrew Square.

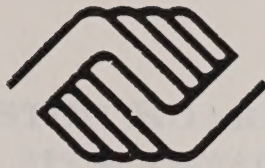
It is my hope that the Boston Redevelopment Authority will advance this project swiftly for the betterment of this community and business environment.

Sincerely yours,



JOHN GILLESPIE
DUNKIN DONUTS
510 Southampton Street
South Boston, Massachusetts 02127

JG/k



BOYS & GIRLS CLUBS
OF BOSTON

April 24, 1989

To Whom it may concern:

The construction of the Boston Science Center, just beyond Andrew Square in South Boston, seems like a good idea to me. I have been an active member of the South Boston community and presently serve on the Executive Board of the South Boston Residents Group. While the Group's policy prevents an endorsement, I feel comfortable as an individual stating the reasons why I support this project.

The safety standards dictating construction are stricter than any set of requirements I have witnessed at any hearing or presentation. These requirements set a high level of standards for future construction projects within and abutting our community.

The quality of jobs available upon completion of this project also sets a higher standard of opportunity for our residents. If the youth and residents of our community pursue their education and training, these jobs will sustain their families, their mortgages and their futures.

I am also impressed with the track record of the Congress Group Ventures and firmly believe that our community will benefit from their investment in our community.

Sincerely,

Robert D. Monahan
South Boston Clubhouse Director

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SOUTH BOSTON BOARD OF TRADE

460 BROADWAY
SOUTH BOSTON, MASS. 02127
617-268-2500

William Whitney
Assistant Director
Boston Redevelopment Authority
One City Hall Square
City Hall
Boston M.A. 02201

12/1/88

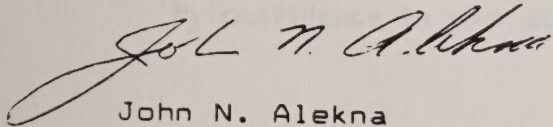
RE: Boston Science Center
301 Southampton st.
Boston M.A.

Dear Sir:

As a representative of the South Boston Board of Trade I am writing to you to express our support of the proposed Boston Science Center. It is our belief that that this project will enhance the existing site, serve as an anchor to expand the existing local job base and be a positive addition to our neighborhood.

Given our proximity to the area we would appreciate a notice of any changes to this project as understood as of the date of this letter.

Sincerely



John N. Alekna
Vice President
South Boston Board of Trade

United in Community Service

November 16, 1988

Mr. William Whitney
Assistant Director
Urban Design And Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

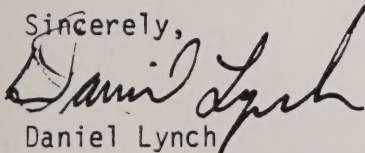
Dear Mr. Whitney,

I am writing in support for the proposed Boston Science Center, to be located at the former Colonial Meat Packing Company.

As a resident of the Andrew Square area for the past 30 years. I feel it is at my best interest to show support for this project. I believe the Boston Redevelopment Authority should consider this a positive impact for the surrounding communities.

My confidence in your approval is greatly appreciated.

Sincerely,


Daniel Lynch

80 Preble Street
South Boston, MA 02127
November 10, 1988

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

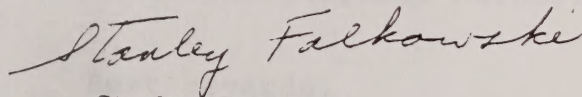
Dear Mr. Whitney:

As life-long residents and property owners of South Boston, my wife and I want to ask that you in your role as the Assistant Director for Urban Design and Development for the Boston Redevelopment Authority help implement successful plans for the Boston Science Center project.

We reside in the Andrew Square area and are firmly convinced that the Center would be an excellent business with great employment potential for our neighbors. It would enhance the location site of the old Colonial Meat Packing Company affording that acreage a much needed "facelift".

We hope that the Boston Redevelopment Authority will proceed affirmatively and swiftly to anchor the Boston Science Center for our community.

Sincerely,



Stanley Falkowski

SF/f

November 9, 1988

Mr. William Whitney
Assistant Director
Urban Design & Development
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

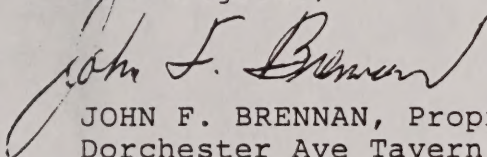
Dear Mr. Whitney:

I am writing to express my **support** for the proposed **Boston Science Center** to be located at the former site of the Colonial Meat Packing Company.

As a long-time businessman in this area, I believe the influx of hundreds of employees at the Center would certainly help the neighboring business establishments, such as my own, but would also clean up a present eyesore in the community.

I strongly urge the Boston Redevelopment Authority to approve this project.

Best regards,

A handwritten signature in dark ink, appearing to read "John F. Brennan". The signature is fluid and cursive, with a large, sweeping initial "J".

JOHN F. BRENNAN, Proprietor
Dorchester Ave Tavern, Inc.
551 Dorchester Avenue
South Boston, MA 02127
(617) 269-7633

JFB/j